

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:)	Bankruptcy Case No.: 16-23697-CMB
CARMEN D. FUSCA)	CHAPTER 11
Debtor.)	
ENTERPRISE BANK,)	
Movant,)	
vs.)	
CARMEN D. FUSCA and FUSCA'S IMPERIAL ONE HOUR CLEANERS, INC.)	
Respondents.)	

CONSENT ORDER OF COURT

AND NOW, this ____ day of _____, 2017, upon consideration of the Motion for Relief from the Automatic Stay on behalf of Enterprise Bank ("Movant"), and upon consent of the parties, it is hereby ORDERED, ADJUDGED and DECREED as follows:

- (1) From the date of this Consent Order of Court, Debtor shall have one-hundred eighty (180) calendar days (hereinafter the "Stay Period") to file with the Court a Motion to Sell or Motion to Lease the real estate located at 5320 William Flynn Highway, Gibsonia, PA 15044 ("Commercial Property"). In the event Debtor does not file a Motion to Lease the Commercial Property or Motion to Sell the Commercial property within the Stay Period, Movant may file an Affidavit of Default with the Court at which time Relief From Stay will automatically be granted with respect to the Commercial Property and the Business Assets owned by Fuscas' Imperial One Hour Cleaner's Inc. wherever situated ("Business Assets") without further notice or Order of Court;

- (2) During the Stay Period and any Court approved extension thereof, Debtor shall continue to make adequate protection payments to Movant in the amount of \$4,885.00 per month representing the Bank's interest only payment on the Loan in accordance with that certain Cash Collateral Order of Court, dated November 14, 2016.
- (3) In the event Debtor files a Motion to Lease the Commercial Property prior to the expiration of the Stay Period, Debtor reserves the right to seek an Order of Court modifying the interest only nature of the Adequate Protection Payment subsequent to this Order of Court from interest only to a principal and interest payment.
- (4) During the Stay Period, Debtor may seek Court approval to sell or lease the Commercial Property and/or Business Assets. In the event the Debtor files a Motion To Sell or Motion To Lease during the Stay Period, the hearing on Movant's relief from stay will automatically be continued to the first hearing date set pursuant to the Order of Court scheduling said Motion to Sell or Motion to Lease as the case may be. Movant reserves the right to object to the terms and conditions of an Agreement of Sale if any terms and conditions are not commercially reasonable, including, but not limited to the sale price, hand money deposit, covenants and due diligence period. Further, Movant reserves the right to object to a Motion to Lease the Commercial Premises if any terms and conditions of the Lease are not commercially reasonable including, but not limited to the amount of rent to be paid during the lease term.
- (5) It is further ORDERED, ADJUDGED and DECREED that in the event the Court approves a Lease of the Commercial Property during the Stay Period or upon any extension thereof, The Debtor shall file a Chapter 11 Plan which will provide for Movant's Loan to be paid in full within twenty-four (24) months from the date the Plan is Confirmed. Debtor and Movant shall work together in good faith to come to an agreement on monthly plan payments during the 24 month period and either party may seek Court intervention if an agreement cannot be reached by consent.
- (6) Upon the granting of relief from stay for the Commercial Property and Business Assets upon the filing of an Affidavit of Default, the grant of relief from stay shall remain in full force and effect, notwithstanding any subsequent conversion of this case to another Chapter.

BY THE COURT:

U.S. Bankruptcy Judge

Debtor and Movant hereby consent to this Order of Court this 22nd day of August, 2017:

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